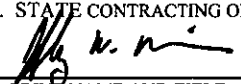




## EMERGENCY EQUIPMENT RENTAL AGREEMENT

<b>1. ORDERING OFFICE (name and address)</b>  <b>MT DNRC</b> <b>PO Box 201601</b> <b>Helena MT 59620-1601</b>		<b>AGREEMENT NUMBER MUST APPEAR ON ALL PAPERS RELATING TO THIS AGREEMENT</b>  <b>2. AGREEMENT NUMBER:</b> <b>MT DNRC: DNR 071265</b> <b>USFS: AG-0343-C-07-3143</b> <b>BLM: ESE070705</b>				
		<b>3. EFFECTIVE DATES</b> a. 7/1/07		b. 6/30/08		
<b>4. CONTRACTOR a. name and address</b> <b>Hertz (Overland West, Inc.)</b> <b>2850 Skyway Drive</b> <b>Helena MT 59601</b>		<b>5. POINT OF HIRE (location when hired)</b>  <b>Helena MT</b>				
<b>b. SS/Tax ID# 87-0440922 DUNS # 69809770</b>		<b>6. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY</b>  _____ CONTRACTOR <u><b>X</b></u> GOVERNMENT				
<b>c. telephone number (day)</b> <b>406-449-4167</b>	<b>d. telephone number (night)</b>	<b>7. OPERATOR FURNISHED BY</b>  _____ CONTRACTOR <u><b>X</b></u> GOVERNMENT				
<b>8. TYPE OF CONTRACTOR (X appropriate boxes)</b> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> LARGE BUSINESS <input type="checkbox"/> SMALL DISADVANTAGED OWNED <input type="checkbox"/> WOMEN OWNED <input type="checkbox"/> LABOR SURPLUS AREA <input type="checkbox"/> LOCAL GOVT.						
<b>9. ITEM DESCRIPTION</b>		<b>10. RATES</b>		<b>11. Miles - Overage</b>		<b>12. Notes</b>
		a. rate	b. unit	a. rate	b. unit	
<b>Sedans, Mid or Larger, Class A1</b>	0	\$59.96	Day	Unlimited	Mile	
<b>Vans, Class A2 mini, 7 passenger</b>	0	\$111.26	Day	Unlimited	Mile	
<b>Utility compact Suburb/Dur/Exped TR3</b>	0	\$88.46	Day	Unlimited	Mile	
<b>Utility ½ ton Suburb/Dur/Exped TR3</b>	0	\$111.26	Day	\$0.30	Mile	First 100 miles included in daily rate.
<b>Utility ¾ ton Suburb/Dur/Exped TR3</b>	0	\$120.38	Day	\$0.30	Mile	First 100 miles included in daily rate.
<b>13. SPECIAL PROVISIONS</b> a) General Clauses to the EERA OF294 (2006 updated version) are attached hereto and incorporated herein by reference. b) The government will track use of vehicle by recording the beginning and ending mileage, date and time for each order (Shift tickets shall be used). c) All use invoices and payment vouchers must reflect the unit number (Contractor's Inventory Number) of the vehicle. Only Full Days will be paid – no pro rating of the daily rate d) All Vehicles will be provided cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. The government will return the vehicles in the same condition – cleaned on the interior and washed on the exterior, along with a full tank of gas and the windshield washer fluid reservoir full. If the vehicle is not returned cleaned on the interior and washed on the exterior and the windshield washer fluid reservoir full, a \$50.00/cleaning charge may be billed to the ordering agency. If the fuel tank is not filled, contractor may invoice the ordering agency at commercial rental car rate for fuel. e) All terms, conditions and specifications contained in IFB 071260 CSW are attached hereto and incorporated herein by reference. f) For equipment furnished under this EERA without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear						

or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.  
g) All taxes and use fees are included in the daily rate.

	14. DATE 7/2	15. STATE CONTRACTING OFFICER'S SIGNATURE 	16. DATE 7/9/07
17. PRINT NAME AND TITLE  Mark Tellum - GPM		18. PRINT NAME AND TITLE JEFFERY W. WILLIAMS Poch. AGT.	
		19. FEDERAL CONTRACTING OFFICER'S SIGNATURE 	20. DATE 7/16/07
		21. PRINT NAME AND TITLE Deborah Wesselius CO	